

EXHIBIT 1

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FACEBOOK, INC.

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 FACEBOOK, INC.,

14 Plaintiff,

15 v.

16 POWER VENTURES, INC. a Cayman Island
17 Corporation; STEVE VACHANI, an
individual; DOE 1, d/b/a POWER.COM,
18 DOES 2-25, inclusive,

19 Defendants.

Case No. 5:08-cv-05780 JW (JCS)

**PLAINTIFF FACEBOOK, INC.'S
SECOND AMENDED NOTICE OF
DEPOSITION OF DEFENDANT
POWER VENTURES, INC.
PURSUANT TO FED.R.CIV.P.
30(B)(6)**

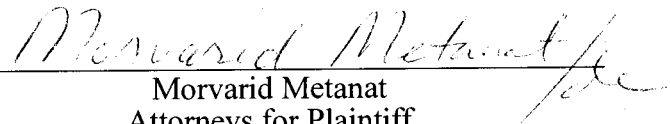
1 TO ALL PARTIES AND THEIR COUNSEL:

2 PLEASE TAKE NOTICE that on Monday, January 9, 2012, Facebook will take, pursuant
3 to Fed.R.Civ.P. 30(b)(6), the deposition of Defendant Power Ventures, Inc. The deposition will
4 commence at 9:00 A.M. at the offices of Orrick, Herrington & Sutcliffe LLP, 405 Howard Street,
5 San Francisco, California, 94105, and will continue from day to day until completed. Pursuant to
6 Rule 30(b)(6), Power shall designate one or more of its officers, directors, managing agents or
7 other persons to testify on its behalf as to information known or reasonably available to Power
8 concerning the Deposition Topics identified in the Schedule of Topics in Attachment A.

9 PLEASE TAKE FURTHER NOTICE THAT the deposition will be taken upon oral
10 examination before an officer authorized by law to administer oaths. The deposition shall be
11 recorded by stenographic means, on videotape, as well as by instant visual display of testimony
12 using LiveNote, or similar, software.

13
14 Dated: December 22, 2011

ORRICK, HERRINGTON & SUTCLIFFE LLP

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16 

Morvarid Metanat
Attorneys for Plaintiff
FACEBOOK, INC.

ATTACHMENT A

A. "Facebook" means plaintiff Facebook, Inc.

B. "Power" "you," and "your" refer to and include Power Ventures, Inc., doing business as the website www.power.com, and any past or present divisions, affiliates, predecessors, successors, assigns, officers, directors, parents, subsidiaries, agents, servants, employees, investigators, attorneys and all other persons acting or purporting to act for any of them or on their behalf, including without limitation Defendant Steve Vachani.

C. "Vachani" refers to defendant Steve Vachani.

D. "Power Users" refers to any and all individuals who are registered with Power, or who enter Power through another website, have logged into Power, have accessed Power, have been contacted by Power, or who otherwise have used the website www.power.com.

E. "Facebook website" means the website www.facebook.com, and all servers owned or operated by or for Facebook in conjunction with the website www.facebook.com.

F. "Facebook Users" refers to any and all individuals who are registered with Facebook, have logged into Facebook, have accessed Facebook, have been contacted by Facebook, or who otherwise have used the website www.facebook.com.

G. "PowerScript" refers to the software, hardware, source code, databases, technical documentation and content described within at least the documents produced by Power and/or Vachani bearing the bates-numbers 2011.02.03.0000004-67, as well as in source code produced by Power Ventures on August 23 and 26, 2011, and on October 19 and 25, 2011, as well as all related contexts, rules, attributes, variables, Application Program Interfaces (APIs), and other content.

H. "Document(s)" as used herein is used in its broadest sense and includes, without limitation, the original and all non-identical copies (including drafts and those with any notations) of all "documents," "writings," "recordings," and "photographs" of the types designated in Rule 34(a) of the Federal Rules of Civil Procedure and Rule 1001 of the Federal Rules of Evidence, and includes materials in digital forms. The term "document(s)" includes but is not limited to any book, pamphlet, guide, periodical, letter, memorandum, diary, file, note, calendar, newspaper,

1 magazine, statement, bill, invoice, order, policy, telegram, correspondence, summary, receipt,
 2 opinion, investigation statement or report, schedule, manual, specification, software source code,
 3 financing statement, audit report, tax return, report, record, study, handwritten note, drawing,
 4 graph, schematic, diagram, chart, working paper, blueprint, index, tape (audio or visual),
 5 microfilm, data sheet, e-mail and all other electronic and digital forms of communication,
 6 however produced.

7 I. "Communication" refers to any oral or written receipt and/or transmittal of words
 8 or information by any means (in the form of facts, ideas, inquiries, or otherwise), whether such
 9 was by chance, pre-arranged, formal or informal, including without limitation conversations in
 10 Person, telephone conversations, letters, telexes, telegrams, teletypes, telecopies, facsimile,
 11 electronic mail, other computer linkups, written memoranda, reports, formal statements, press
 12 releases, media publications, and face-to-face conversation. References to communications with
 13 business entities shall be deemed to include present and former officers, directors, employees,
 14 agents, attorneys or other representatives of such entities.

15 J. "Person(s)" means, unless otherwise specified, any human being, firm, entity,
 16 corporation, partnership, proprietorship, association, joint venture, other forms of business
 17 organization or arrangement, government or government agency of every nature and type, or
 18 functional division thereof.

19 The following rules of construction apply:

- 20 a. Number: The use of the singular form of any word includes the plural, and vice
 21 versa.
- 22 b. All/Any: "All" and "any" mean "any and all."
- 23 c. And/Or: "And" includes "or" and "or" includes "and."
- 24 d. Each/Every: "Each" includes "every" and "every" includes "each."
- 25
- 26
- 27
- 28

SCHEDULE OF TOPICS

1
2 1. The origin, development, operation, structure, technical details, documentation,
3 software, hardware, design, functionality, source code, and content of PowerScript, including all
4 contexts, rules, attributes, variables, Application Program Interfaces (APIs), and other content
5 (including comments to PowerScript source code) associated with PowerScript.

6 2. The origin, development, operation, structure, technical details, documentation,
7 design, functionality, and content of all software, hardware, source code, scripts or programs
8 (including web scraping or automated scripts) used by Power and/or Vachani to interact with,
9 and/or to obtain user information or data from, other social networks, including particularly user
10 information and data from the Facebook website.

11 3. The origin, development, operation, structure, technical details, documentation,
12 software, hardware, design, functionality source code, and content of the website
13 www.power.com, from its creation through the present, including the content, design, technical
14 features and functionality of the website and all databases used with the website.

15 4. The origin, development, operation, structure, technical details, documentation,
16 design, functionality and content of the software, source code, and hardware used to operate
17 and/or access the website www.power.com, from its creation through the present.

18 5. The origin, development, operation, structure, technical details, documentation,
19 software, hardware, design, functionality, source code, and content of all features of the website
20 www.power.com, from its creation through the present, which enable(s) (or enabled) Power Users
21 to access and/or to login into other social networks, including particularly the Facebook website.

22 6. The origin, development, operation, structure, technical details, documentation,
23 software, hardware, design, functionality, source code, and content of all advertisements
24 generated on or in conjunction with the website www.power.com, from its creation through the
25 present.

26 7. The origin, development, operation, structure, technical details, documentation,
27 software, hardware, design, functionality, source code, and content of all features used by Power
28 and/or Vachani to enable Power Users to use and/or utilize specific features made available by

1 Facebook to Facebook users, including contact lists, Instant Messages (IMs), updates, Events,
2 Groups, emails, photographs, profile information, videos, and the like.

3 8. The origin, development, operation, structure, technical details, documentation,
4 software, hardware, design, functionality, source code, and content of all technical measures
5 Power and/or Vachani implemented to access other websites (including particularly the
6 Facebook website) when any such websites blocked access, or attempted to block access, to
7 Power and/or Power Users.

8 9. Power's and/or Vachani's knowledge of, interpretation of, efforts to abide by,
9 and/or efforts to circumvent Facebook's Terms of Service.

10 10. The origin, development, operation, structure, technical details, documentation,
11 software, hardware, design, functionality, and content of databases used by Power and/or
12 Vachani, including (but not limited to) the Power_Logger database.

13 11. The origin, development, operation, structure, technical details, documentation,
14 software, hardware, design, functionality, and content of databases and/or storage tables used by
15 Power and/or Vachani reflecting the identity of Facebook Users, the amount of visits or logins by
16 Facebook Users, the login credentials of Facebook Users, the passwords of Facebook Users, the
17 identities of Friends of Facebook Users, the identity of Events organized by Facebook Users, or
18 any other information or data reflecting that a Power User also was a Facebook User.

19 12. The origin, development, operation, structure, technical details, documentation,
20 software, hardware, design, functionality, and content of servers used by Power for access of and
21 storage of Facebook user information or data obtained from the Facebook website or servers.

22 13. Power's and/or Vachani's efforts to solicit, market, promote, or advertise Power,
23 including efforts to solicit, market, promote or advertise the website www.power.com to
24 Facebook Users.

25 14. The Power "launch promotion" beginning on or before December 1, 2008 in
26 which Power Users were promised the chance to win one hundred dollars, including the number
27 of Facebook users that were sent Power's launch promotion event invitations.

28 15. Power's and/or Vachani's efforts to integrate the Power website with Facebook

1 Connect.

2 16. Power's and/or Vachani's advertising, marketing, solicitations and sales efforts
3 related to Power.

4 17. Power's and/or Vachani's advertising, marketing, solicitations, use or sale of data
5 obtained for or from any third-party website, including but not limited to, the Facebook website.

6 18. The corporate or management structure of Power.

7 19. Power's and/or Vachani's communications with Facebook, other social networks,
8 and/or the Press.

9 20. Power's and/or Vachani's efforts to solicit investment in Power, including
10 communications with investors or potential investors.

11 21. The amount of revenue and income generated by Power, including the amount of
12 revenue and income generated from online advertising by Power and/or the amount of revenue
13 generated by the sale of components to third-party Web developers.

14 22. Power's and/or Vachani's search for, collection, and production of documents in
15 this case, including without limitation, Power's and/or Vachani's search for, collection and
16 production of documents in response to Fed. R. Civ. P. 26, Facebook's Requests for Production,
17 Interrogatories, Requests for Admission and/or Court Orders compelling Power and/or Vachani to
18 produce documents.

19 23. Power's and/or Vachani's document retention/destruction policies and practices,
20 including Power's and/or Vachani's disposal and/or destruction of documents relevant to this case
21 (including documents requested by Facebook in Requests for Productions, Interrogatories,
22 Requests for Admission and/or subject to Fed. R. Civ. P. 26).

23 24. Power's and/or Vachani's identification of individuals from whom, and sources
24 from which, documents were collected, as well as the search techniques used by Power and/or
25 Vachani to collect documents, and/or to provide notice to relevant custodians of obligations to
26 preserve relevant evidence.

27 25. Power's and/or Vachani's retention of corporate books and records.

28 26. The sale of the power.com domain name.

1 27 Power's and/or Vachani's efforts to solicit Facebook Users to become Power
2 Users, including Power's and/or Vachani's efforts to use electronic mail messages or the creation
3 of Facebook Events to solicit Facebook Users to become Power Users.

4 28 Power's and/or Vachani's efforts to obtain and use of Facebook Users' login
5 information, including the methods used by Power and/or Vachani to obtain and use Facebook
6 Users' login information, the amount of time spent by Power and/or Vachani in obtaining and
7 using Facebook Users' login information, the cost to Power and/or Vachani of obtaining
8 Facebook Users login information, the amount of revenue (including advertising revenue)
9 attributable to Power and/or Vachani obtaining Facebook Users' login information, and the
10 number of logins to the Power website made by Facebook users from the website's creation
11 through the present.

12 29. The identity of any account(s) used on behalf of, or by, Power and/or Vachani to
13 access and/or to log into the website www.facebook.com, or to obtain information and/or data
14 from the website www.facebook.com.

15 30 Power's and/or Vachani's use of web scraping or automated scripts to collect data
16 or information from, or otherwise interact with, the website www.facebook.com.

17 31 The value of Power, including income and anticipated income, investments in
18 Power (including the value of investments by Draper Fisher Jurvetson and/or Esther Dyson), and
19 valuations made of Power.

20 32. The initiation or sending of electronic mail messages by Power and/or Vachani, or
21 by Power Users, directed to Facebook Users.

22 33. The factual allegations of the First Amended Complaint filed by Facebook, the
23 Amended Answer and Counterclaim filed by Power and Vachani, and the Motion for Summary
24 Judgment filed by Power and Vachani (including all Declarations in support thereof).

25 34. Power's and/or Vachani's responses to written discovery, including Power's
26 and/or Vachani's responses (and supplemental responses) to Requests for Production,
27 Interrogatories, and Requests for Admission served by Facebook.

28 35. The functionality and method of operation of PowerScript source code, including

1 the routines, methods scripts and software identified in the PowerScript software as
 2 CREATE_EVENT_FACEBOOK, PowerCallBack.aspx.en.resx, CAMPAIGNMESSAGE,
 3 CAMPAIGNMESSAGE2, INVITEMESSAGE, CreatePowerMessage,
 4 PN_SEND_SCRAP_FACEBOOK, PN_GET_FRIEND_FACEBOOK,
 5 PN_LOAD_ATTRIBUTES_FACEBOOK, PN_LOGIN_FACEBOOK, PN_NAV_FACEBOOK,
 6 PN_SEND_PRIVATE_MESSAGE_FACEBOOK, PN_VALID_CONTEXT_FACEBOOK,
 7 TUBESPREE.PutQuickEmbedInFacebook, DELETE_ALL_MESSAGE_FACEBOOK,
 8 GET_HTML_PAGE, DELETEALBUMPHOTO_FACEBOOK,
 9 GETALBUMLIST_FACEBOOK, JOIN_COMMUNITY_FACEBOOK,
 10 OBTERIMAGEMFACEBOOK, PN_DELETE_SELECTED_SCRAP_FACEBOOK,
 11 PN_GET_AMOUNT_FRIENDS_FACEBOOK, PN_GET_BIRTHDAYS_FACEBOOK,
 12 PN_GET_COMMUNITIES_FACEBOOK, PN_GET_FRIEND_PICKER_FACEBOOK,
 13 PN_GET_FRIENDS_FACEBOOK_PC, PN_GET_FRIENDSUPDATES_FACEBOOK,
 14 PN_GET_SCRAP_FACEBOOK, PN_GET_PROFILE_FACEBOOK,
 15 UNJOIN_COMMUNITY_FACEBOOK, GET_PROFILE_FACEBOOK,
 16 PN_SET_STATUS_FACEBOOK, GET_VIDEO_FACEBOOK,
 17 accept_friend_invitation_FACEBOOK, PN_GET_FRIENDS_INVITATIONS, FACEBOOK,
 18 PN_GET_COMMUNITIES_FBCONNECT, PN_GET_AMOUNT_FRIENDS_FBCONNECT,
 19 PN_GET_BIRTHDAYS_FBCONNECT, PN_GET_COMMUNITIES_FBCONNECT,
 20 PN_GET_FRIEND_PICKER_FBCONNECT, PN_GET_FRIENDS_FBCONNECT,
 21 PN_GET_FRIENDS_INVITATIONS_FBCONNECT, PN_LOGIN_FBCONNECT,
 22 PHOTO_CREATE_ALBUM_FACEBOOK, PHOTO_DELETE_PHOTO_FACEBOOK,
 23 PHOTO_GET_ALBUM_LIST_FACEBOOK, PHOTO_GET_ALBUM_LIST_FBCONNECT,
 24 PHOT_GET_PHOTOS_FBCONNECT, GET_FACEBOOKID_BY_FACEBOOKMAPUSER,
 25 PN_GET_PRIVATE_MESSAGE_FACEBOOK,
 26 PN_GET_ALL_SCRAP_MESSAGE_FACEBOOK, PN_GET_ALBUM_LIST_FACEBOOK,
 27 PN_DELETE_SELECTED_PRIVATE_MESSAGE_FACEBOOK,
 28 PHOTO_GET_AMOUNT_PHOTO_FACEBOOK,

1 PHOTO_GET_AMOUNT_COMMUNITIES_FACEBOOK,
 2 PHOTO_GET_AMOUNT_ALBUM_FACEBOOK, PHOTO_DELETE_ALBUM_FACEBOOK,
 3 and PN_LOAD_ATTRIBUTES_FACEBOOK.

4 36. The use of PowerScript source code in conjunction with the “launch promotion”
 5 beginning on or before December 1, 2008 in which Power Users were promised the chance to win
 6 one hundred dollars, including the use of the routines, methods scripts and software identified in
 7 the PowerScript software as CREATE_EVENT_FACEBOOK, PowerCallBack.aspx.en.resx,
 8 CAMPAIGNMESSAGE, CAMPAIGNMESSAGE2, INVITEMESSAGE,
 9 CreatePowerMessagePower, and PN_SEND_SCRAP_FACEBOOK,
 10 PN_GET_FRIEND_FACEBOOK, PN_LOAD_ATTRIBUTES_FACEBOOK,
 11 PN_LOGIN_FACEBOOK, PN_NAV_FACEBOOK,
 12 PN_SEND_PRIVATE_MESSAGE_FACEBOOK, PN_VALID_CONTEXT_FACEBOOK,
 13 TUBESPREE.PutQuickEmbedInFacebook, DELETE_ALL_MESSAGE_FACEBOOK,
 14 GET_HTML_PAGE, DELETEALBUMPHOTO_FACEBOOK,
 15 GETALBUMLIST_FACEBOOK, JOIN_COMMUNITY_FACEBOOK,
 16 OBTERIMAGEFACEBOOK, PN_DELETE_SELECTED_SCRAP_FACEBOOK,
 17 PN_GET_AMOUNT_FRIENDS_FACEBOOK, PN_GET_BIRTHDAYS_FACEBOOK,
 18 PN_GET_COMMUNITIES_FACEBOOK, PN_GET_FRIEND_PICKER_FACEBOOK,
 19 PN_GET_FRIENDS_FACEBOOK_PC, PN_GET_FRIENDSUPDATES_FACEBOOK,
 20 PN_GET_SCRAP_FACEBOOK, PN_GET_PROFILE_FACEBOOK,
 21 UNJOIN_COMMUNITY_FACEBOOK, GET_PROFILE_FACEBOOK,
 22 PN_SET_STATUS_FACEBOOK, GET_VIDEO_FACEBOOK,
 23 accept_friend_invitation_FACEBOOK, PN_GET_FRIENDS_INVITATIONS_FACEBOOK,
 24 PN_GET_COMMUNITIES_FBCONNECT, PN_GET_AMOUNT_FRIENDS_FBCONNECT,
 25 PN_GET_BIRTHDAYS_FBCONNECT, PN_GET_COMMUNITIES_FBCONNECT,
 26 PN_GET_FRIEND_PICKER_FBCONNECT, PN_GET_FRIENDS_FBCONNECT,
 27 PN_GET_FRIENDS_INVITATIONS_FBCONNECT, PN_LOGIN_FBCONNECT,
 28 PHOTO_CREATE_ALBUM_FACEBOOK, PHOTO_DELETE_PHOTO_FACEBOOK,

1 PHOTO_GET_ALBUM_LIST_FACEBOOK, PHOTO_GET_ALBUM_LIST_FBCONNECT,
 2 PHOT_GET_PHOTOS_FBCONNECT, GET_FACEBOOKID_BY_FACEBOOKMAPUSER,
 3 PN_GET_PRIVATE_MESSAGE_FACEBOOK,
 4 PN_GET_ALL_SCRAP_MESSAGE_FACEBOOK, PN_GET_ALBUM_LIST_FACEBOOK,
 5 PN_DELETE_SELECTED_PRIVATE_MESSAGE_FACEBOOK,
 6 PHOTO_GET_AMOUNT_PHOTO_FACEBOOK,
 7 PHOTO_GET_AMOUNT_COMMUNITIES_FACEBOOK,
 8 PHOTO_GET_AMOUNT_ALBUM_FACEBOOK, PHOTO_DELETE_ALBUM_FACEBOOK,
 9 and PN_LOAD_ATTRIBUTES_FACEBOOK.

10 37. The IP addresses used by Power and/or Vachani to connect the Power.com website
 11 to the Facebook website, including the dates of such use.

12 38. The functionality of PowerScript software, including ConfigurationPowerProxy.cs,
 13 used by Power and/or Vachani to change IP addresses used by the Power.com website to connect
 14 to the Facebook website, including the functionality of PowerScript software used to change IP
 15 addresses associated with proxy servers used by Power and/or Vachani to change IP addresses
 16 used by the Power.com website to connect to the Facebook website.

17 39. The number of Facebook users who were sent electronic invitations to register as
 18 users and/or to join the Power.com website, including the number of Facebook users who were
 19 sent electronic invitations to register as users and/or to join the Power.com website in conjunction
 20 with the "launch promotion" beginning on or before December 1, 2008 in which Power Users
 21 were promised the chance to win one hundred dollars.

22 40. The databases used by Power and/or Vachani to record the number of Facebook
 23 users who were sent electronic invitations to register as users and/or to join the Power.com
 24 website, including databases used by Power and/or Vachani to record the number of Facebook
 25 users who were sent electronic invitations to register as users and/or to join the Power.com
 26 website in conjunction with the "launch promotion" beginning on or before December 1, 2008 in
 27 which Power Users were promised the chance to win one hundred dollars.

28 41. Power's and/or Vachani's knowledge of Facebook's efforts to block connections

1 between the Power.com website and the Facebook website.

2 42. The authenticity and origin of all documents produced by Power, Vachani, or third
3 parties previously employed by or consulting with Power and Vachani.

4 43. Power's and Vachani's communications with employees, investors and third
5 parties concerning actual or potential litigation arising from Power's and Vachani's operation of
6 the Power.com website, including Power's and Vachani's communications with employees,
7 investors and third parties concerning actual or potential litigation with Facebook.

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8 Attorneys for Plaintiff
FACEBOOK, INC.
9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION
13

14 FACEBOOK, INC.,

15 Plaintiff,

16 v.

17 POWER VENTURES, INC. a Cayman Island
Corporation; STEVE VACHANI, an
18 individual; DOE 1, d/b/a POWER.COM,
DOES 2-25, inclusive,

19 Defendants.
20

Case No. 5:08-cv-05780 JW (JCS)

**PROOF OF SERVICE VIA
ELECTRONIC MAIL**

DECLARATION OF SERVICE

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park, CA 94025. On December 22, 2011, I served the following document(s):

1. PLAINTIFF FACEBOOK, INC.'S SECOND AMENDED NOTICE OF DEPOSITION OF DEFENDANT POWER VENTURES, INC. PURSUANT TO FED.R.CIV.P. 30(B)(6)

X	By transmitting via electronic mail the document(s) listed above to the email addresses(s) set forth below before 5:30 p.m. on December 22, 2011.
	By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Menlo Park, California addressed as set forth below on December 22, 2011.
	By placing a true and correct copy of the document(s) in a Federal Express envelope addressed as set forth below and then sealing the envelope, affixing a pre-paid Federal Express air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.

Scott A. Bursor, Esq. (*admitted pro hac vice*)
scott@bursor.com
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**COUNSEL FOR DEFENDANTS
 POWER VENTURES, INC. AND STEVE VACHANI**

I am readily familiar with my firm's practice for collection and processing correspondence for emailing, to wit, that correspondence be electronically transmitted this same day in the ordinary course of business.

Executed on December 22, 2011 at Menlo Park, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Diane Escamilla